

# MEMORANDUM OF UNDERSTANDING

BETWEEN  
THE ANIMAL CARE AND CONTROL DIVISION  
OF THE DEPARTMENT OF PUBLIC SAFETY, INDIANAPOLIS, INDIANA,  
AND

REGARDING THE DISPOSITION OF CERTAIN ANIMALS

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THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Memorandum"), entered into by and between the Animal Care and Control Division of the Department of Public Safety, Indianapolis, Indiana, (hereinafter "Division"), and

(official name): \_\_\_\_\_  
(address): \_\_\_\_\_  
\_\_\_\_\_

(hereinafter "Rescue Organization"), for the purpose of memorializing the agreement of the parties with respect to the disposition of certain animals by the Division,

## WITNESSETH THAT:

WHEREAS, the Division operates an animal care and control shelter at 2600 S. Harding Street, Indianapolis, Indiana (hereinafter "Shelter") and is charged by law to accept every animal brought to it; and

WHEREAS, a significant number of animals that are impounded or surrendered at the Shelter are not returned to their prior owners, and become available for adoption or other disposition as provided by law; and

WHEREAS, it is the goal of the Division to place as many of such animals as possible into safe, responsible, loving homes; and

WHEREAS, there are occasions when the Division requires specialized assistance to make proper placements of certain individual animals that are available for adoption or other disposition, and to that end the Division from time to time may seek assistance from a non-governmental source; and

WHEREAS, the Rescue Organization is dedicated to promoting the well-being and general appreciation of certain animals, more particularly described as dogs and/or cats of indeterminate breed (hereinafter "Rescue Animals"), and from time to time the Rescue Organization actively facilitates the transition of Rescue Animals from various adverse circumstances to more beneficial circumstances; and

WHEREAS, the Rescue Organization is uniquely qualified to render specialized assistance to the Division to make proper placements of such Rescue Animals; and

WHEREAS, Section 531-735 of the "Revised Code of the Consolidated City and County" authorizes the Division to "arrange or agree for the disposition of an animal surrendered by its owner or impounded and unclaimed for longer than four (4) days";

NOW, THEREFORE, the Division and Rescue Organization, in consideration of the foregoing recitals and the following promises, hereby agree as follows.

1. Upon the execution of this Memorandum, the Rescue Organization shall provide the following documentation to the Division:

- a letter of reference from a participating veterinarian to document medical services and spay/neuter services;
- a copy of the Rescue Organization's adoption contract, to make the Division aware of the Rescue Organization's policies; and,
- a copy of the Rescue Organization's bylaws and board of directors, if applicable.

2. From and after the execution of this Memorandum and the Rescue Organization's compliance with paragraph "1", the Division shall contact the Rescue Organization and ask for its assistance in the placement or other disposition of a Rescue Animal as described herein, whenever in the opinion of the Division the circumstances, including the well-being of the animal, so warrant.

3. The Rescue Organization shall respond promptly to the Division's request for assistance by investigating the circumstances of the Rescue Animal, making a determination of what assistance the Rescue Organization can provide, if any, and notifying the Division of its determination.

4. The Division and the Rescue Organization may consult with each other regarding the proper disposition of a Rescue Animal, and further may agree to the Division's release and transfer of a Rescue Animal to the Rescue Organization under the terms and conditions provided in this Memorandum. The Division reserves the right to request a site visit by a Division Investigator to inspect the location(s) and conditions in which the Rescue Animal will be housed.

5. The parties agree that nothing herein shall divest the Division of its sole authority and discretion to determine what disposition to make of a Rescue Animal, and further agree that nothing herein shall be construed to prohibit or prevent a Rescue Organization from adopting an animal from the Division pursuant to the Division's standard adoption procedures.

7. Subsequent to the release and transfer of a Rescue Animal to the Rescue Organization, and upon the subsequent placement of the Rescue Animal with a third party, the Rescue Organization shall take whatever action is necessary to assure that the Rescue Animal is spayed or neutered. Within sixty (60) days after the release and transfer, the Rescue Organization shall provide proof to the Division that the Rescue Animal has been spayed or neutered.

8. This Memorandum shall become effective on the date of the last required signature, and shall remain in full force and effect until such time as it is terminated by further action of a party. Either party may terminate this Memorandum for convenience, by notifying the other party of its intention in writing a minimum of twenty-one (21) days prior to the effective date of termination.

9. Any notice that is required or contemplated under this Memorandum shall be in writing and addressed as follows:

*to the Rescue Organization:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*to the Division:*

Administrator, Animal Care and Control  
2600 South Harding Street  
Indianapolis, IN 46221

10. This Memorandum may be amended only in writing signed by the parties hereto.

11. The Rescue Organization shall not discriminate against any of its employees, applicants for employment, or applicants for a Rescue Animal, with respect to the terms of such person's employment or eligibility to receive a Rescue Animal, because of such person's race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Memorandum.

12. This Memorandum represents the entire understanding between the Division and the Rescue Organization with respect to the subject matter contained herein.

13. The signatory for the Rescue Organization represents that he/she has been duly authorized to execute agreements on behalf of the Rescue Organization to make this Memorandum fully binding upon the Rescue Organization when his/her signature is affixed and accepted by the Division.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates shown below.

**ANIMAL CARE AND CONTROL DIVISION OF THE DEPARTMENT  
OF PUBLIC SAFETY, CITY OF INDIANAPOLIS, INDIANA ("Division")**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrator

\_\_\_\_\_  
("Rescue Organization")

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark A. Mertz, Assistant Corporation Counsel  
Indianapolis, Indiana